

**VIRGINIA DEPARTMENT OF HEALTH
OFFICE OF PURCHASING AND GENERAL SERVICES (OPGS)
109 GOVERNOR STREET
RICHMOND, VIRGINIA 23219**

CONTRACT EXTRACT

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| 1. | Date: | August 13, 2010 |
| 2. | Commodity Name: | Interpretation and Translation Services |
| 3. | Contract Number: | VDH-2010-00316 |
| 4. | Contract Period: | 7/22/2010 through 7/21/2011 |
| 5. | Supersedes: | 601-001-0207-SJ |
| 6. | Authorized Users: | VDH Agency Wide |
| 7. | Contractor's FEI Number: | 079557638 |
| 8. | Contractor: | World Wide Interpreters
516 Missouri Street
South Houston, TX 77587 |
| 9. | Primary Contact: | Danny Anaya |
| 10. | Contractor's Phone Number: | Phone (713) 941-1911
Fax (713) 941-1030 |
| 11. | Contractor's Pricing: | Pages 7 |
| 12. | Terms: | Net 30 |
| 13. | Shipping: | N/A |
| 14. | For Contract Information Contact: | Norma Marrin
Phone 804-864-7016
Email: norma.marrin@vdh.virginia.gov |

NOTICE TO ALL VDH OFFICES/DISTRICT/DEPARTMENTS: This is an agency wide mandatory source.

INSTRUCTIONS

A. GENERAL INSTRUCTIONS:

1. Unless otherwise instructed by the Office of Purchasing and General Services, all offices, districts, and departments of the Department of Health shall use this contract for Interpretation and Translation Service agency wide.
2. Inspection, approval, and payment of the vendor's invoice is the responsibility of the receiving unit.
3. Any compliant as to quality, faulty or delinquent delivery, or violation of contract provisions by the Contractor shall be reported in writing, via email to Scott Magazine at scott.magazine@vdh.virginia.gov, or phone by 804-864-7535, or by fax at (804) 864-7533.
4. Renewals: This contract is for a period of 1 years with 4 renewals.
5. Price Adjustments: During the term of this contract, no pricing changes or additional charges will be allowed without a written contract modification approved by the Agency Contract Officer.

B. SPECIFIC INSTRUCTIONS FROM THE CONTRACTOR:

1. "How to Register for PIN" - this is a pdf document that can be sent to your employees and staff that instructs them on how to obtain a PIN number that they will use each time they call our service. You can decide if you want to have one PIN number for all employees in an office to use, or if you want each authorized employee to have a personal PIN number.
See Attachment A.

[NOTE: Tell your staff that when they go to our web site to register for a PIN, if they do not find your Organization in the drop down list, please enter it in the Notes section. Thank you.]
2. "Guide for Interpreter Service" - a pdf with general guidance about how to effectively work with phone-based interpreters.
See Attachment B
3. "One Moment Please" – a poster of phonetic transliterations of the phrase “One Moment Please” in a number of major languages, which your staff can use to let a caller know to hold while you connect to an interpreter.
See Attachment C

IMPORTANT: Please reply with your full contact information identifying your Accounts Payable person where we will direct the monthly invoices.

I. SCOPE OF WORK (or specifications-use as appropriate)

A. The Contractor shall:

1. Interpretation Services:

- i. Provide 24 hour statewide telephone and/or videoconference access to interpreters, with an average connect time (when the call starts to ring at the provider until an interpreter is on the line) of:

- under one (1) minute for the following twenty-five (25) most frequently spoken languages in Virginia:

○ Amharic	○ Greek	○ Russian
○ Arabic	○ Hindi	○ Somali
○ Bengali	○ Italian	○ Spanish
○ Chinese – Cantonese	○ Japanese	○ Tagalog
○ Chinese – Mandarin	○ Khmer/Cambodian	○ Thai
○ Farsi/Persian	○ Korean	○ Urdu
○ French	○ Portuguese	○ Vietnamese
○ German	○ Punjabi	○
○ Gujarathi	○ Polish	○

- under three (3) minute for the lesser known spoken languages, including but not limited to the following languages with heavy concentrations in specific regions in Virginia:

○ Acholi	○ Hmong	○ Serbo-Croatian
○ Albanian	○ Indonesian	○ Swahili
○ Bantu	○ Kirundi	○ Tamil
○ Bangla	○ Krahm	○ Telegu
○ Bulgarian	○ Krio	○ Tigrinya
○ Bosnian	○ Kurdish	○ Turkish
○ Burmese	○ Lao	○ Twi
○ Dari	○ Maay Maay	○ Ukrainian
○ Dinka	○ Mongolian	○ Wolof
○ French Creole	○ Nepali	○
○ Haitian	○ Pashto	○

- ii. Utilize interpreters who:

- Have been screened and tested for proficiency in both English and the target language(s);
 - Have received a minimum of 30 hours of training as professional medical/health care interpreters (the training should include, but not be limited to, the following topic areas:
 - ethics and confidentiality, medical terminology, basic anatomy and physiology, roles, and cultural competence);
 - Adhere to an interpreter Code of Ethics, a statement of confidentiality, and are aware of and comply with HIPAA related privacy guidelines;
 - Participate in ongoing medical/healthcare interpreter continuing education; and
 - Are covered by liability insurance

- iii. Provide training to VDH employees on how to use the services of the

Contractor. The training will, at minimum, include hard copy documentation and/or web-based documentation of processes and procedures. The documentation will also include processes and procedures for obtaining customer service/technical assistance and for complaint resolution.

- iv. Provide interpretation services during a public health “event” (e.g., infectious disease outbreaks, epidemics, bioterrorism, and other public health related emergencies). This includes, but is not limited to, the capacity to support a public inquiry center (PIC) to provide accurate information to callers from the general public that may call the health department for information. VDH intends for the PIC to be established within 24 hours of an event or decision to activate the call center. Through the PIC, VDH wants to be able to ensure that 90% of the callers receive accurate information. VDH will provide real-time training to all PIC phone operators. The Contractor must be willing and able to participate in training activities related to the PIC when/if it becomes activated. Additionally, VDH wants to ensure that 90% of calls are answered within 5 minutes.
- v. Provide service utilization tracking and billing through the use of access codes or other mechanisms that differentiates the many departments and work units within VDH.

2. Translation Services:

- i. Provide translation services for the following twenty-five (25) most frequently spoken languages in Virginia:

○ Amharic	○ Greek	○ Russian
○ Arabic	○ Hindi	○ Somali
○ Bengali	○ Italian	○ Spanish
○ Chinese – Cantonese	○ Japanese	○ Tagalog
○ Chinese – Mandarin	○ Khmer/Cambodian	○ Thai
○ Farsi/Persian	○ Korean	○ Urdu
○ French	○ Portuguese	○ Vietnamese
○ German	○ Punjabi	○
○ Gujarathi	○ Polish	○

- ii. Provide review, editing and proofreading services for previously translated documents.
- iii. Manage document translations electronically.
- iv. Provide translated materials that meet the following requirements:
 - Accurate content
 - Correct spelling
 - Correct grammar
 - Correct language structure (while remaining faithful to English content)
 - Appropriate manner for the target audience, taking into consideration:
 - Reading level
 - Culturally appropriate terminology & content
 - Clarity of message (easy-to-read)

- Regional dialect and idiomatic differences
- Appropriate formatting to match the layout of the original document.
- v. Have quality assurance mechanisms such as:
 - Peer review of the draft
 - Review by translators proficient in medical terminology
 - Field-testing of drafts (as appropriate)
 - Testing in a sampling of the potential target audience of material in both:
 - Language
 - Imagery
- vi. Utilize translators who:
 - have subject matter expertise in medical and health care and prior experience translating medical/health documents
 - are able to write at an appropriate reading level for target audience
 - have been screened and tested for proficiency in both written English and the target language(s) with affiliation/accreditation by the American Translators Association preferred
 - are able to act as a cultural bridge, providing VDH with feedback not only on grammatical and linguistic accuracy, but also on cultural appropriateness
 - adhere to a translator Code of Ethics, a statement of confidentiality, and are aware of and comply with HIPAA related privacy guidelines
 - participate in ongoing medical/healthcare translator continuing education
 - are covered by liability insurance
 - do not rely on software based translation programs
 - Provide training to VDH employees on how to use the services of the Contractor. The training will, at a minimum, include hard copy documentation and/or web-based documentation of processes and procedures. The documentation will also include processes and procedures for obtaining customer service/technical assistance and for complaint resolution.
- vii. Provide an average turnaround time of:
 - <10 pages in two days
 - 10,000 words per week
- viii. Provide rapid translation services during a public health “event” (e.g., infectious disease outbreaks, epidemics, bioterrorism, and other public health related emergencies). This includes, but is not limited to, the capacity to:
 - translate up to ten (10) press releases (1/2 page – 1 page) per month in Spanish with under 4 hours of turn around time
 - translate up to ten (10) press releases (1/2 page – 1 page) per month in other languages with under 6 hours of turn around time
- ix. Provide service utilization tracking and billing through the use of access codes or other mechanisms that differentiates the many departments and work units within VDH.
- 3. Reporting Requirements:
 - i. Submit the monthly SWaM report to the Contract Administrator by the tenth of the month following the month of service. See Section IV., Paragraph M., for details.

ii. Submit, in a **Microsoft Excel** format, a detailed monthly report to the Contract Administrator by the tenth of the month following the month of service to include the following information:

- Access Code
- Cost Code
- FIPS
- Length of time
- Language
- Date and Time
- Translation or Interpretation
- Total charge

B. The Department of Health (VDH) will:

1. Review all deliverables under this contract for quality, accuracy, timeliness, and completeness.
2. Assign Norma Marrin as the Contract Administrator. The Contract Administrator is responsible for making sure that the services are provided in accordance with the terms of the contract and cannot make any changes to the contract. Any changes to this contract shall be in accordance with Section III, Paragraph O., of this contract and will come from VDH's Office of Purchases and General Service (OPGS).
3. Furnish the Contractor with the appropriate access codes, cost codes, FIP, and/or or other mechanisms that differentiates the many offices, health districts, and work units within VDH.

II. PRICING

Interpretation Services	
Description	Cost (per min.)
Spanish	\$ 0.70
All Other Languages	\$ 0.85
Third Party Conference Calling	No Charge
Translation Services	
Language	Cost (per word)
Albanian	\$ 0.18
Amharic	\$ 0.18
Arabic	\$ 0.18
Bengali	\$ 0.18
Burmese	\$ 0.18
Chinese (Simp	\$ 0.18
Chinese (Trad	\$ 0.18
Farsi	\$ 0.20
French	\$ 0.18
German	\$ 0.18
Hindi	\$ 0.18
Indonesian	\$ 0.20
Italian	\$ 0.18
Japanese	\$ 0.24
Khmer	\$ 0.18
Korean	\$ 0.22
Kurdish	\$ 0.18
Mongolian	\$ 0.18
Nepali	\$ 0.18
Persian	\$ 0.20
Portuguese	\$ 0.16
Russian	\$ 0.18
Somali	\$ 0.18
Spanish	\$ 0.16
Swahili	\$ 0.18
Tagalog	\$ 0.18
Thai	\$ 0.18
Tigrinya	\$ 0.18
Turkish	\$ 0.18
Ukrainian	\$ 0.18
Urdu	\$ 0.18
Vietnamese	\$ 0.18
Other Services	
Desktop Publishing (Cost per hour)	\$ 50.00
Rush Translation Services under 4-hours. (Cost per hour)	\$ 75.00
Rush Translation Services Between 4-6-hours.(Cost per hour)	\$ 112.50

III. GENERAL TERMS AND CONDITIONS:

A. VENDORS MANUAL:

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.virginia.gov/dps/ under "Manuals".

B. APPLICABLE LAWS AND COURTS:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, §2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. ANTI-DISCRIMINATION:

By submitting their bids, Bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, §2.2-4343.1E)

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING:

By submitting their bids, Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS:

By submitting their bids, Bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. ANTITRUST:

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS:

Failure to submit a bid on the official state form provided for that purpose may be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provision of the contract shall be effective unless reduced to writing and signed by the parties.

I. CLARIFICATION OF TERMS:

If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number, social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable, will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges, which it considers unreasonable, and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges, which are not in dispute (*Code of Virginia*, §2.2-4363).

2. To Subcontractors:

- a. A Contractor awarded a contract under this solicitation is hereby obligated:
 - (1). To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2). To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- 3. Each prime Contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of

compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. PRECEDENCE OF TERMS:

The following General Terms and Conditions: VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF BIDDERS:

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the services/furnish the goods and the Bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy the Commonwealth that such Bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. TESTING AND INSPECTION:

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT:

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

O. CHANGES TO THE CONTRACT:

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Virginia Department of Health may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Virginia Department of Health a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or

- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Department of Correction's right to audit the Contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Virginia Department of Health with all vouchers and records of expenses incurred and savings realized. The Virginia Department of Health shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Virginia Department of Health within thirty (30) days from the date of receipt of the written order from the Virginia Department of Health. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Virginia Department of Health or with the performance of the contract generally.

P. DEFAULT:

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Commonwealth may have.

Q. INSURANCE:

By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Bidder further certifies that the Contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- 1. Worker's Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
- 2. Employers Liability - \$100,000.
- 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and

advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - \$1,000,000 per occurrence. (Only to be used if motor vehicle is to be used in the contract.)

R. ANNOUNCEMENT OF AWARD:

Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the Purchasing Agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

S. DRUG FREE WORKPLACE:

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees, (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance, marijuana or alcohol is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance, marijuana or alcohol during the performance of the contract.

T. NONDISCRIMINATION OF CONTRACTORS:

A Bidder, Offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:

The eVA Internet electronic procurement solution, web site portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders must register in eVA; failure to register will result in the bid being rejected.

1. eVA Basic Vendor Registration Service: \$0 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line

registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

2. eVA Premium Vendor Registration Service: \$0 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments of solicitations and amendments.
3. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
4. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

V. AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

W. SET-ASIDE:

This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, Offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

X. BID PRICE CURRENCY:

Unless stated otherwise in the solicitation, Offerors shall state offer prices in US dollars.

IV. SPECIAL TERMS AND CONDITIONS:

A. ADVERTISING:

In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Virginia Department of Health will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Virginia Department of Health has purchased or uses any of its products or services, and the contractor shall not include the Virginia Department of Health in any client list in advertising and promotional materials.

B. ADDITIONAL USERS:

This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the Contractor. Such modification shall name the specific agency added or deleted and the effective date. The Contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

C. AUDIT:

The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

D. AWARD OF CONTRACT:

An award will be made to the lowest responsive and responsible Bidder. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

E. BID ACCEPTANCE PERIOD:

Any bid in response to this solicitation shall be valid for (90) days. At the end of the (90) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

F. CANCELLATION OF CONTRACT:

The Purchasing Agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

G. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:

The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

H. PRIME CONTRACTOR RESPONSIBILITIES:

The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors, that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

I. QUANTITIES:

Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

J. REFERENCES:

Bidders shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
1.			
2.			
3.			

K. RENEWAL OF CONTRACT:

This contract may be renewed by the Commonwealth for (1) one year with (4) four successive one year periods) under the terms and conditions of the original contract except as stated in a. and b. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

- a. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- b. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

L. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution **on a monthly basis**, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution **on a monthly basis**, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

M. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:

The solicitation/contract will result in (1) one purchase order with the eVA transaction fee specified below assessed for each order.

1. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
2. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov. ”

N.

CONTINUITY OF SERVICES:

- A. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees-
 - 1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - 2. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - 3. That the Agency Contract Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- B. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

Attachment A

516 Missouri, South Houston, TX 77587 • Phone: 866-967-5313 • <http://www.e-wwi.com> • Email: wwi@e-wwi.com

Convenience and efficiency are two great advantages to working with interpreters from WorldWide Interpreters.

Our remote interpreters are aptly trained in cultural dynamics to partner with you in meeting all the needs of your non-English speaking clients.

Thank you for choosing to partner with WorldWide Interpreters!

To hear a Demonstration call, dial **1-888-205-7863** from any phone.

For customer service
please contact

WorldWide Interpreters
866-967-5313

How to Register for Your Personal PIN Number

The Virginia Department of Health has a new vendor for phone-based language interpretation, WorldWide Interpreters, Inc. To use the service, you must first register online to receive a Personal PIN number. Please follow these instructions:

- Go to www.e-wwi.com and click on "CUSTOMER LOGIN" on the main menu at the top of the web page.
- On the Welcome page, you will enter 866-478-1811 as the Customer Access Number and click on Login. This is the same toll-free number you will use to reach an interpreter, after you have your Personal Access PIN.
- Fill in the requested information on the PIN Request Form and click on "Submit".
- You will be informed that you have been sent an email with your Personal PIN. Check your email and use your Personal PIN each time you call.

Keep your PIN where you can remember it easily. If you forget your PIN go to www.e-wwi.com and click on "CUSTOMER LOGIN" and click where indicated to retrieve your PIN.

- If you have difficulty, call 866-967-5313 for help.

Convenience and efficiency are two great advantages to working with interpreters from WorldWide Interpreters.

Thank you for choosing to partner with WorldWide Interpreters!

To hear a Demonstration call, dial 1-888-205-7863 from any phone.

For customer service please contact WorldWide Interpreters 866-967-5313

Guide to Effectively Working with our Interpreters

- Dial **1-866-478-1811** to reach an interpreter.
- At the end of the initial greeting, you will say "Spanish" for a Spanish interpreter or "Operator" for any other language.
- Give the interpreter the name of the Police Department, your name and the name of the person who we will be interpreting for (if known).
- If not using a speakerphone, inform the interpreter that you will be passing a phone back and forth between yourself and the other person.
- Speak in short phrases, pausing to allow for the interpretation.
- Ask one question at a time.
- Use simple language to express your meaning. Remember that slang does not translate.
- Explain any complex terms when necessary.
- Don't say anything that you do not want interpreted.
- Allow the interpreter to stop you and seek an explanation when necessary.
- Allow the interpreter to repeat back to you any critical information that may need more clarity.

“One Moment Please”

Below are phonetic transliterations of the phrase “One Moment Please” in a number of major languages:

Arabic	Lahza-Wahida men fadlak
Armenian.	Meg varssan, yete hajik
Bengali	Ektoo Shomoy liney thakoon
Cantonese	Cheng Dang Yat Dang
Czech	Momment, proseem
Dutch	Ain ouchenblic astublief
Farsi	Lutfan yek dageegah
French	Un momen sil voo play
German.	Eihnen Mohment, bitteh
Gujerati	Ek minute raah juo please
Hindi	Zaraa Hold Keejeeyea
Hungarian	Kerame Varion
Italian	See praga dee attenda rey, grazie
Japanese	Sho sho omatch koodasay
Korean.	Jam can man yo
Mandarin.	Cheng Dung Dung
Malay.	Seelakan tungoo sebentar
Portuguese.	Shper hum mumentu
Polish	Prosheh chekatsh
Punjabi	Ik mint thero
Russian	Adnu minutu, pozhalsta
Slovak.	Momment, proseem
Spanish.	Oon momento por fahvor
Thai.	Kruna rouh sak kru
Urdu	Mehrbani kar kay thora inteazar karien
Vietnamese.	Xin Doi Mot Chut